

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

REINHARD DRECHSEL

§  
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§  
§  
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§  
§

Plaintiff,

v.

Civil Action No. \_\_\_\_\_

LIBERY MUTUAL INSURANCE  
COMPANY d/b/a PEERLESS  
INSURANCE COMPANY,

§  
§  
§  
§  
§  
§  
§  
§

Defendant.

INDEX OF STATE COURT FILE

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1	Docket Sheet
2	Plaintiff's Original Petition and Jury Demand
3	Civil Case Information Sheet
4	Jury Demand
5	Issue Citation
6	Return of Service
7	Defendant's Original Answer and Defenses
8	Notice of Jury Trial Setting

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Location : All District Civil Courts Images Help

**REGISTER OF ACTIONS**CASE No. DC-13-14763

REINHARD DRECHSEL vs. LIBERTY MUTUAL INSURANCE COMPANY

§  
§  
§  
§Case Type: EMPLOYMENT  
Date Filed: 12/17/2013  
Location: 68th District Court

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PARTY INFORMATION

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DEFENDANT LIBERTY MUTUAL INSURANCE  
COMPANY DOING BUSINESS  
AS PEERLESS INSURANCE COMPANYLead Attorneys  
H.COLIN LECROY  
Retained  
214-953-5882(W)

PLAINTIFF DRECHSEL, REINHARD

CHRISTINE N NEILL  
Retained  
214-748-7777(W)

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EVENTS & ORDERS OF THE COURT

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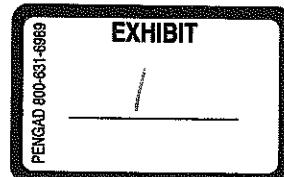
OTHER EVENTS AND HEARINGS			
12/17/2013	<u>NEW CASE FILED (OCA) - CIVIL</u>		
12/17/2013	<u>ORIGINAL PETITION</u>		
12/17/2013	<u>CASE FILING COVER SHEET</u>		
12/17/2013	<u>JURY DEMAND</u>		
	Vol./Book 0, Page 0, 0 pages		
12/17/2013	<u>ISSUE CITATION</u>		
12/17/2013	<u>CITATION</u>		
	CU-ATTY		
	LIBERTY MUTUAL INSURANCE COMPANY	Served	12/18/2013
		Returned	12/30/2013
01/13/2014	<u>ORIGINAL ANSWER - GENERAL DENIAL</u>		
01/16/2014	<u>TRIAL SETTING (JURY)</u>		
12/16/2014	Jury Trial - Civil (9:00 AM) (Judicial Officer HOFFMAN, MARTIN)		

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FINANCIAL INFORMATION

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PLAINTIFF DRECHSEL, REINHARD			
Total Financial Assessment			310.00
Total Payments and Credits			310.00
<b>Balance Due as of 01/16/2014</b>			0.00
12/17/2013 Transaction Assessment			272.00
12/17/2013 Transaction Assessment			38.00
12/17/2013 PAYMENT (CASE FEES) Receipt # 69525-2013-DCLK	NEIL & BYRNE PLLC		(292.00)
12/17/2013 PAYMENT (CASE FEES) Receipt # 69527-2013-DCLK	NEIL & BYRNE PLLC		(18.00)



NO. DC 13-14763

FILED

IN THE DISTRICT COURT

COLLIN COUNTY  
LIBERTY, TEXAS  
DALE S. HARRIS, JUDGE  
CLERK OF COURT

DALLAS COUNTY, TEXAS

JUDICIAL DISTRICT

REINHARD DRECHSEL,

*Plaintiff,*

vs.

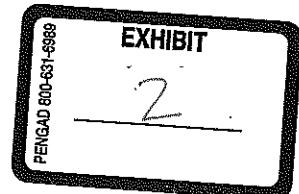
LIBERTY MUTUAL INSURANCE  
COMPANY d/b/a PEERLESS  
INSURANCE COMPANY,

*Defendant.*

**PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND**

The plaintiff, Reinhard Drechsel ["Plaintiff" or "Drechsel"], complains of Liberty Mutual Insurance Company d/b/a Peerless Insurance Company ["Liberty Mutual" or "Defendant"], as follows:

1. Discovery in this action is intended to be conducted under Level 2 pursuant to TEX. R. CIV. P. 190.
2. Drechsel is a natural person and a resident of Collin County, Texas.
3. Liberty Mutual is a licensed insurance company in Texas. Liberty Mutual conducts business in Texas, including at 1600 North Collins, Richardson, Texas 75080, and this action accrued in whole or in part at that place of business.
4. Liberty Mutual may be served with process by serving its registered agent: Corporation Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.
5. Until on or about July 9, 2012, Drechsel was employed with Defendant or its predecessor as a Claims Adjustor.



6. Venue is proper in this district because this action accrued in whole or in part at Defendant's place of business in Dallas County, Texas, where Drechsel was subjected to unlawful employment practices.

7. This is a proceeding for legal and equitable relief, and compensatory and punitive damages, to secure the rights of Drechsel under the laws of the State of Texas.

8. Jurisdiction is invoked pursuant to the Texas Commission on Human Rights Act of 1983 (TCHRA), as amended, Texas Labor Code §21.001 *et. seq.*

9. The matter in controversy exceeds, exclusive of interest and costs, the minimum jurisdictional limits of this Court.

#### STATEMENT OF FACTS

10. Drechsel commenced work at a predecessor of Defendant in approximately 1990 as a Claims Adjustor. He continued to work as a Claims Adjustor, Claims Examiner 1, and Senior Claims Specialist II after Safeco purchased the company. When Liberty Mutual acquired Safeco in 2008, Drechsel became employed by Liberty Mutual.

11. Drechsel's job performance reviews and customer service scores were consistently very good during his employment. In January 2012, it was announced by Andy Moore, Central Region Supervisor, that Drechsel achieved the highest customer service score in his entire region.

12. Despite his good performance and extraordinary customer service, Drechsel was unsuccessful in obtaining a career ladder promotion to Claims Specialist III and an appropriate increase in compensation. At his review in 2009, when he was being supervised by then Personal Lines Team Manager Theresa Addicks ["Addicks"], approximate age 42, Drechsel asked to be promoted and he was told that there were no openings. In addition, Drechsel sought Plaintiff's Original Petition and Jury Demand – Page 2

a raise, but Addicks stated he would not get any further raises at the company because he “made too much money,” although to Drechsel’s understanding his salary was below the upper limit of his pay band. Drechsel continued to seek career ladder promotions and appropriate raises through the end of his employment, to no avail, while younger, less qualified counterparts received career ladder promotions and raises.

13. In 2009, Mike Fawkes [“Fawkes”], Department Supervisor of Personal Lines, First Party Claims, approximate age 38, became Drechsel’s supervisor. Based on positive feedback from Addicks, Fawkes asked Drechsel to back him up, and gave Drechsel claims payment and file review authorization for Fawkes’ other subordinates.

14. Beginning in approximately July 2011, following short term disability and FMLA leave required for Drechsel due to a detached retina procedure, Fawkes greatly increased the volume of Drechsel’s claims assignments. The types of claims assigned was also changing, as Drechsel had been a foundation expert with mostly foundation claims, but recently he had begun to receive large loss claims such as roof, fire, water and storm claims in addition to the foundation claims, which required very time consuming investigative work. Drechsel observed that the workload of his younger counterparts did not increase to the extent that his increased. When he complained about the workload and the inequality of claims distribution, Fawkes told him that he should look for another position because he was “too old.” In addition, Addicks commented at that time that Drechsel was “falling apart.”

15. In approximately March 2012, Fawkes told Drechsel that he was “falling off the diary,” or not meeting specific deadlines relating to the processing of the claims. Drechsel was doing his best to keep up with this unreasonably unmanageable claims load, including coming in

early and sometimes working on the weekends, but the workload being placed on him was unrelenting and unrealistic.

16. Drechsel learned that some of his new claims file assignments were coming from Unit Manager Steve Perkins ["Perkins"], who was significantly younger than Drechsel. Upon information and belief, Perkins told another employee that Liberty needed to get rid of all of these "old employees" and hire people right out of college.

17. By June 2012, Drechsel's claims load had reached a level of approximately one hundred eighty pending claims, and he was receiving anywhere from ten to thirty new claims assignments per day, which is far in excess of normal claims numbers. The long hours Drechsel was working to keep up with the claims load began to affect his health. His blood pressure escalated and he began to suffer from anxiety and depression. On June 4, 2012, Drechsel fainted briefly at his desk at work, and he went to see a doctor that day, who took him off work through July 2, 2012.

18. Following Drechsel's return to work July 2nd, there was no change to the unreasonably heavy volume of his claims load and the unequal distribution of claims. Drechsel complained again to Fawkes about the claims load, and Fawkes only stated that "the system is broken," and "you didn't sign up for this." Fawkes told Drechsel he "should find another position."

19. On July 7, 2012, Drechsel attended a Fourth of July party at the home of Addicks, now Large Loss Unit Manager. Drechsel's domestic partner, Debbie Koenig ["Koenig"], accompanied him to the party. At the party, Addicks told Koenig that at Drechsel's age he could not take the stress of the job anymore and that he needed to find another job.

20. On July 9, 2012, Drechsel felt he had no choice other than to leave his job position due to the onerous claims load placed on him, which remained unaltered after his numerous complaints regarding inequality in the distribution of claims; the negative effects the work load was having on his health; the blatant age animus statements of company managers regarding his ability to work due to his age; and the statements of company managers that he needed to find another job, which led Drechsel to believe he was going to be terminated if he did not resign.

**TCHRA CLAIM**

21. At the time of termination or constructive termination, Drechsel was age 60 and a member of the protected age group within the meaning of the TCHRA.

22. Drechsel has a disability (high blood pressure, anxiety and depression) and he is therefore a member of protected groups within the meaning of the TCHRA.

23. At all times material to this action, Liberty Mutual employed at least fifteen (15) employees and was an employer within the meaning of the TCHRA.

24. A. Liberty Mutual employs more than 100 employees;  
B. Liberty Mutual employs more than 200 employees;  
C. Liberty Mutual employs more than 500 employees.

25. All conditions precedent to the filing of this suit has been met:

A. On or about January 4, 2013, Drechsel timely filed a charge of discrimination, Charge No. 450-2-13-01110, with the Texas Workforce Commission ["TWC"] alleging age, disability, and retaliation discrimination;

B. On November 18, 2013 Drechsel received a Notice of Right to File Civil Action from the TWC.

26. During the course of employment, Drechsel opposed discriminatory conduct; including differential treatment of older employees, that Drechsel had a good faith belief was discriminatory.

27. Drechsel alleges that Defendant, through its employees and agents, including but not limited to Fawkes, engaged in a continuing pattern and course of discriminatory conduct against him because of age, disability, and/or in retaliation for his opposition to discriminatory employment practices in violation of the TCHRA, and specifically:

- A. Defendant subjected Drechsel to less favorable working conditions than those to which younger and/or non-disabled employees were subjected, including in: giving unwarranted criticism of job performance; unwarranted increases in job responsibilities and workload; failing to apply employee rules and/or performance standards equally; and intimidation, verbal abuse and threats;
- B. Defendant failed to promote Drechsel despite repeated requests for promotion from 2009 through his termination on July 9, 2012;
- C. On, or about July 9, 2012, Defendant terminated or constructively terminated Drechsel due to his age, and/or disability;
- D. On or about July 9, 2012, Defendant retaliated against Drechsel for his opposition to its discriminatory employment practices, including by terminating or constructively terminating his employment.

28. Defendant engaged in the conduct described above with malice or reckless indifference to the TCHRA employment rights of its employees including Drechsel.

29. Drechsel has no plain or adequate remedy at law to correct the wrongs complained and thus institutes this suit for declaratory and injunctive relief. Further, Drechsel is now suffering and will continue to suffer irreparable injury from Defendants' willful policies, practices, customs and usages.

**RELIEF REQUESTED**

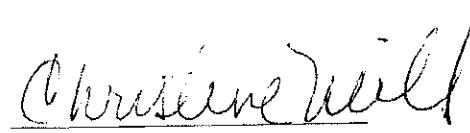
30. Drechsel requests that this Court grant him the following relief from Defendant:

- A. A declaratory judgment, declaring Defendant's past practices herein complained of to be unlawful under the TCHRA;
- B. A permanent injunction, enjoining Defendant from continuing to discriminate against Drechsel on account of age, disability, and/or opposition to the discriminatory employment practices of Defendant, in violation of the TCHRA;
- C. Damages for the discriminatory treatment, including all back pay, front pay, reinstatement, retroactive seniority, promotions to which Drechsel would otherwise have been entitled, and all other employee benefits including health, disability, pension and life insurance benefits to which he would otherwise have been entitled and any other relief necessary to compensate him under the TCHRA;
- D. Compensatory damages for mental anguish, humiliation, loss of privacy, loss of reputation and emotional distress to the maximum extent allowed by law;
- E. Punitive damages to the maximum extent allowed by law;
- F. Implementation of a clear and effective grievance procedure for employment discrimination complaints with an effective non-retaliation provision;
- G. Attorney fees necessary for the prosecution of the TCHRA claims;
- H. Costs in this action, including expert witness fees;
- I. Pre-judgment interest at the legally prescribed rate from the date of the violations until judgment as well as post-judgment interest as applicable;
- J. Such other general relief to which Drechsel is justly entitled.

JURY DEMAND

31. Drechsel demands a jury on all TCHRA claims, specifically, the ultimate issues of fact as to the merits of the dispute, backpay, frontpay, employee benefits, and compensatory and punitive damages, excepting the attorneys' fees issues.

Respectfully Submitted,



Christine Neill  
[cneill@neillbyrnelaw.com](mailto:cneill@neillbyrnelaw.com)  
Texas Bar No. 00796793  
Jane Legler Byrne  
Texas Bar No. 03565820  
[jleglerbyrne@neillbyrnelaw.com](mailto:jleglerbyrne@neillbyrnelaw.com)  
Neill & Byrne, PLLC  
2214 Main Street 75201  
(214) 748-7777  
(214) 748-7778 (facsimiles)

Attorneys for Plaintiff Reinhard Drechsel

## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): DC 13-4763

COURT (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED Reinhard Drechsel v. Liberty Mutual Insurance Company d/b/a Peerless Insurance Company

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: <u>Christine Neill</u>	Email: <u>CNeill@NeillByrnelaw.com</u>	Plaintiff(s)/Petitioner(s): <u>Reinhard Drechsel</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: <u>2214 Main St.</u>	Telephone: <u>(214) 748-7777</u>	Defendant(s)/Respondent(s): <u>Liberty Mutual Insurance Company</u>	Additional Parties in Child Support Case: _____
City/State/Zip: <u>DALLAS, Tx 75201</u>	Fax: <u>(214) 748-7778</u>	<u>Liberty Mutual Insurance Company</u> <u>db/a Peerless</u> <u>Insurance Company</u>	Custodial Parent: _____ Non-Custodial Parent: _____
Signature: <u>Christenhill</u>	State Bar No: <u>00796793</u>	Presumed Father: _____	
[Attach additional page as necessary to list all parties]			

## 2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil		Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
<input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____  <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order
<input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____		<input type="checkbox"/> Related to Criminal Matters  <input type="checkbox"/> Exemption <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Other Family Law  <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
<input checked="" type="checkbox"/> Discrimination <input checked="" type="checkbox"/> Retaliation <input checked="" type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____	
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Deficiency <input type="checkbox"/> Other Tax	<b>Probate &amp; Mental Health</b> <input type="checkbox"/> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings			<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____

## 3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
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## 4. Indicate damages sought (do not select if it is a family law case):

<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000
---

EXHIBIT

3



GARY FITZSIMMONS  
DALLAS COUNTY DISTRICT CLERK

VIRGINIA ETHERLY  
CHIEF DEPUTY

**CAUSE NO. DC-13-14763**

REINHARD DRECHSEL

VS.

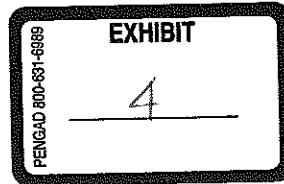
LIBERTY MUTUAL INSURANCE COMPANY

68th District Court

**ENTER DEMAND FOR JURY**

JURY FEE PAID BY: PLAINTIFF

FEE PAID: \$30.00



600 Commerce Street Dallas, Texas 75202 (214) 653-7301  
Fax (214) 653-6634 e-mail: [gfitzsimmons@dallascounty.org](mailto:gfitzsimmons@dallascounty.org)  
website: [www.dallascounty.org/distclerk/index.html](http://www.dallascounty.org/distclerk/index.html)

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

ATTY

**CITATION**

To: LIBERTY MUTUAL INSURANCE COMPANY DBA PEERLESS INSURANCE  
COMPANY  
BY SERVING ITS REGISTERED AGENT CORPORATION SYSTEM COMPANY  
211 E 7<sup>TH</sup> STREET SUITE 620  
AUSTIN TX 78701

**DC-13-14763**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 68<sup>th</sup> District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **REINHARD DRECHSEL**.

Filed in said Court 17th day of December, 2013 against

**LIBERTY MUTUAL INSURANCE COMPANY DBA PEERLESS INSURANCE COMPANY**

For Suit, said suit being numbered **DC-13-14763**, the nature of which demand is as follows:  
Suit on **EMPLOYMENT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 17<sup>th</sup> day of December, 2013.

ATTEST: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County, Texas

By *Christi Underwood*, Deputy  
CHRISTI UNDERWOOD

ISSUED THIS  
17th day of December, 2013

GARY FITZSIMMONS  
Clerk District Courts,  
Dallas County, Texas

By: CHRISTI UNDERWOOD, Deft

**EXHIBIT**

6869-1-89-008 DWNED

Attorney for Plaintiff  
CHRISTINE NEIL  
2214 MAIN STREET  
DALLAS TX 75201  
214-748-7777

**OFFICER'S RETURN**

Case No. : DC-13-14763

Court No. 68<sup>th</sup> District Court

Style: REINHARD DRECHSEL

VS

LIBERTY MUTUAL INSURANCE COMPANY

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: 'To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy  
(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To: LIBERTY MUTUAL INSURANCE COMPANY DBA PEERLESS INSURANCE COMPANY

BY SERVING ITS REGISTERED AGENT CORPORATION SYSTEM COMPANY  
211 E 7<sup>TH</sup> STREET SUITE 620

AUSTIN TX 78701

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 68th District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being REINHARD DRECHSEL

Filed in said Court 17th day of December, 2013 against

**LIBERTY MUTUAL INSURANCE COMPANY DBA PEERLESS INSURANCE COMPANY**

For Suit, said suit being numbered DC-13-14763, the nature of which demand is as follows:  
Suit on EMPLOYMENT etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted

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Given under my hand and the Seal of said Court at office this 17<sup>th</sup> day of December, 2013.

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By *Christi Underwood*, Deputy  
CHRISTI UNDERWOOD

ATTY

**CITATION**

**DC-13-14763**

REINHARD DRECHSEL

VS

LIBERTY MUTUAL  
INSURANCE COMPANY

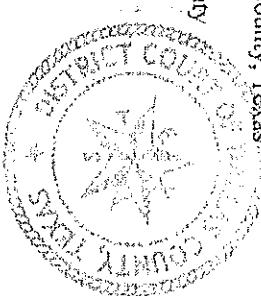
ISSUED THIS  
17th day of December, 2013

GARY FITZSIMMONS  
Clerk District Courts  
Dallas County, Texas

By: CHRISTI UNDERWOOD, Deputy

EXHIBIT  
6869-152-008 OWNED

Attorney for Plaintiff  
CHRISTINE NELL  
2214 MAIN STREET  
DALLAS TX 75201  
214-748-7777



## OFFICER'S RETURN

Case No. : DC-13-14763

Court No.68<sup>th</sup> District Court

Style: REINHARD DRECHSEL

5

LIBERTY MUTUAL INSURANCE COMPANY

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_ within the County of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_.

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \_\_\_\_\_  
For mileage \_\_\_\_\_  
For Notary \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
of \_\_\_\_\_ County, \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

SEE ATTACHED \*\*\*  
AFFIDAVIT \*\*\*

**AFFIDAVIT OF SERVICE**

REINHARD DRECHSEL,

Plaintiff

v.

Cause No. DC-13-14763  
County of Dallas

LIBERTY MUTUAL INSURANCE  
COMPANY d/b/a PEERLESS  
INSURANCE COMPANY,

Defendant

Came to hand on December 18, 2013, at 12:30 PM.

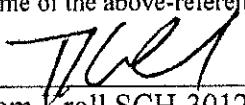
Executed at 211 E. 7th Street, Suite 620, Austin, TX 78701, within the County of Travis at 1:15 PM on December 18, 2013, by delivering to the within named:

**LIBERTY MUTUAL INSURANCE COMPANY d/b/a PEERLESS INSURANCE COMPANY,**

by delivering to its Registered Agent, CORPORATION SERVICE COMPANY, by delivering to its designated agent, KELLY COURTNEY, in person, a true copy of this Citation together with Plaintiff's Original Petition and Jury Demand, having first endorsed upon such copy of such process the date of delivery.

I certify that I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under rule 103 and 536(a) of the TRCP to deliver citations and other notices from any District, County, and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime involving moral turpitude, and I am not interested in the outcome of the above-referenced cause.

By:

  
Tom Kroll SCH-3012,  
Exp: 8/31/2016

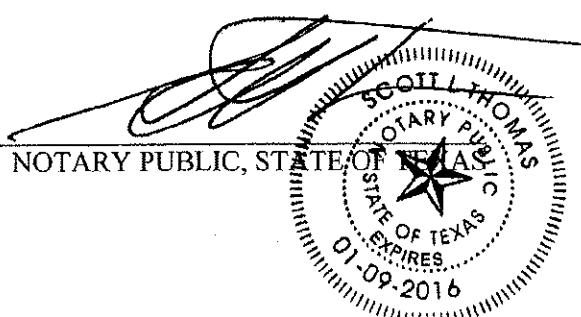
**VERIFICATION**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Tom Kroll, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this December 23, 2013.

13-007939/3520490



CAUSE NO. DC-13-14763

REINHARD DRECHSEL

§ IN THE DISTRICT COURT

Plaintiff,

v.

§ OF DALLAS COUNTY, TEXAS

LIBERTY MUTUAL INSURANCE  
COMPANY d/b/a PEERLESS  
INSURANCE COMPANY,

Defendant.

§ 68<sup>TH</sup> JUDICIAL DISTRICT**DEFENDANT'S ORIGINAL ANSWER AND DEFENSES**

Defendant Liberty Mutual Insurance Company<sup>1</sup> ("Defendant") files its Original Answer to Plaintiff's Original Petition and Jury Demand as follows:

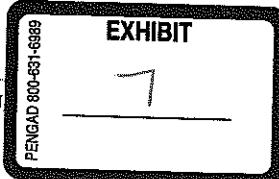
**GENERAL DENIAL**

Pursuant to TEX. R. CIV. P. 92, Defendant denies each and every allegation contained in Plaintiff's Original Petition and Jury Demand and any amendment or supplement thereto, and demands strict proof thereof by a preponderance of the credible evidence. With respect to any claim by Plaintiff for exemplary damages, Defendant demands strict proof by clear and convincing evidence.

**AFFIRMATIVE AND OTHER DEFENSES**

Defendant sets forth its defenses, including affirmative defenses, as follows:

<sup>1</sup> Peerless Insurance Company and Liberty Mutual Insurance Company are distinct legal entities, each with its own federal employer identification number, etc. Peerless Insurance Company is not a "d/b/a" of Liberty Mutual Insurance Company. Peerless Insurance Company is an affiliate of Liberty Mutual Insurance Company. Both Liberty Mutual Insurance Company and Peerless Insurance Company are subsidiaries of Liberty Mutual Group Inc."



1. At all times during Plaintiff's employment, he was employed at-will for an indefinite period and could be discharged with or without notice and with or without cause. There were no contracts or agreements that altered Plaintiff's at-will employment status.

2. Defendant made all employment decisions regarding or affecting Plaintiff based on legitimate, nondiscriminatory, and reasonable business reasons that were in no way related to Plaintiff's age, disability, alleged opposition to unlawful employment practices, or any other category protected by law.

3. Defendant would have made the same employment decisions with regard to Plaintiff in the absence of any discriminatory or retaliatory motive, and such motive is denied.

4. If any improper, illegal, or discriminatory actions were taken by any of Defendant's employees against Plaintiff, they were independent, intervening, and unforeseeable acts that were outside the course and scope of that employee's employment, contrary to Defendant's policies, and not ratified, confirmed, or approved by Defendant. Thus, any such actions cannot be attributed or imputed to Defendant.

5. All or some of Plaintiff's claims fail to state a claim upon which relief can be granted.

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6. Plaintiff failed to timely file this action within statutory prerequisites with regard to some or all of his claims.

7. With respect to some of Plaintiff's claims, he failed to timely and properly exhaust all administrative remedies.

8. Some or all of Plaintiff's claims are barred, in whole or in part, to the extent they exceed the scope or are inconsistent with any related charge of discrimination or retaliation

Plaintiff filed with the Texas Workforce Commission or Equal Employment Opportunity Commission.

9. Defendant is not liable for punitive damages under federal, state or local law because neither Defendant nor any of its employees sufficiently high in its corporate hierarchy committed any act with malice or reckless indifference to Plaintiff's legally protected rights, or approved, authorized or ratified, or had actual knowledge of any such acts.

10. Punitive damages are not available because the actions alleged in the Petition were contrary to Defendant's policies and good faith efforts to comply with state and federal laws.

11. Defendant engaged in good faith efforts to comply with all state and federal civil rights laws. Moreover, the conduct complained of by Plaintiff, if performed or carried out, was performed or carried out in good faith based upon reasonable grounds for believing such conduct was not in violation of state or federal law, and therefore, Plaintiff fails to state a claim for punitive or exemplary damages.

12. Without conceding Plaintiff has suffered any damages because of any alleged wrongdoing by Defendant, Plaintiff has failed to minimize, alter, reduce, mitigate, or otherwise diminish his damages, if any, with respect to the allegations alleged in the Petition.

13. To the extent applicable, Defendant pleads an offset.

14. Without conceding Plaintiff has suffered any damages because of any alleged wrongdoing by Defendant, Plaintiff's compensatory and punitive damage claims, if any, are subject to the limitations imposed by state and federal law, including, without limitation TEX. LAB. CODE § 21.2585, TEX. CIV. PRAC. & CODE § 41.008, and all other applicable laws.

15. Without conceding Plaintiff has suffered any damages because of any alleged wrongdoing by Defendant, Defendant pleads the due process limitations on punitive and exemplary damages outlined by the Supreme Court in its opinion in *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (2003).

16. Plaintiff's claims are barred by a failure to perform conditions precedent.

17. Plaintiff's damages, if any, are barred in whole or in part by the doctrines of estoppel, unclean hands, and/or after-acquired evidence.

18. Plaintiff's claims and alleged damages, if any, are barred and/or limited by the doctrine of laches and/or waiver.

19. Any emotional distress or mental anguish Plaintiff claims to have suffered was not reasonable or justified under the circumstances and/or was not caused by Defendant's conduct.

20. Plaintiff failed to state a *prima facie* case for violations under Chapter 21 of the Texas Labor Code.

21. Plaintiff is not a qualified individual with a disability within the meaning of the ADA or the Texas Labor Code.

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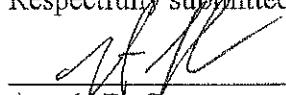
22. If Plaintiff claims unlawful termination, such claims fail because Plaintiff voluntarily resigned from his employment.

23. Plaintiff's retaliation claim fails because Plaintiff did not engage in protected activity.

24. Defendant reserves the right to supplement, amend, or assert additional affirmative defenses and defenses as Defendant's investigation continues.

WHEREFORE, Defendant Liberty Mutual Insurance Company prays that Plaintiff take nothing by this action and that Defendant be awarded its costs, attorneys' fees, and any other relief to which it may be entitled.

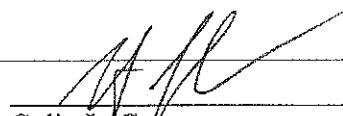
Respectfully submitted,

  
Angela D. Green  
Texas Bar No. 24040695  
Colin LeCroy  
Texas Bar No. 24070120  
**OGLETREE, DEAKINS,  
NASH, SMOAK & STEWART, P.C.**  
500 Preston Commons  
8117 Preston Road  
Dallas, Texas 75225  
(214) 987-3800  
(214) 987-3927 (Fax)

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that on this 13<sup>th</sup> day of January, 2014, a true and correct copy of the above and foregoing was forwarded via certified mail, return receipt requested, to counsel for Plaintiff Christine Neill, Neill & Byrne, PLLC, 2214 Main Street, Dallas, Texas 75201.

  
Colin LeCroy

16824308.1



January 16, 2014

CHRISTINE N NEILL  
2214 MAIN ST  
DALLAS TX 75201

In Re: DC-13-14763; REINHARD DRECHSEL vs. LIBERTY MUTUAL INSURANCE COMPANY

Please take note of the following settings:

Jury Trial: 12/16/2014 @ 9:00 A.M.

Trial announcements must be made in accordance with Rule 3.02, Dallas Civil Court Rules. If more than 55 jurors are desired, the request must be submitted to the court coordinator at least 8 weeks before the date of trial.

When no announcement is made for defendant, defendant will be presumed ready. If plaintiff fails to announce or to appear at trial, the case will be dismissed for want of prosecution in accordance with Rule 165a, Texas Rules of Civil Procedure.

Completion of discovery, presentation of pre-trial motions and other matters relating to preparation for trial are governed by the Texas Rules of Civil Procedure.

Please forward a copy of this notice to counsel of record for each party and all pro se parties by a method approved Texas Civil Rule of Procedure 21a.

Sincerely,  
Martin J. Hoffman  
District Judge  
68<sup>th</sup> District Court  
Dallas County, Texas

